

## TRADEMARK AFRICA (TMA) CODE OF CONDUCT FOR GRANTEES



**TRADEMARK AFRICA**

## Definitions

The following definitions have been adopted throughout this TMA Supplier Code of Conduct:

- a. A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b. A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- d. A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- e. An “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence which is material to a TMA investigation or making false statements to investigators in order to materially impede a TMA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation or from pursuing an investigation, or acts intended to materially impede the exercise of TMA’s contractual rights of audit or access to information.
- f. “ESS” – Environmental and Social Safeguards.
- g. “ESIA” – Environmental and Social Impact Assessment.
- h. “ESSMP” – Environmental and Social Safeguards Management Plan.
- i. “Gender mainstreaming” is the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels. It is a strategy for making humankind concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of policies and programmes in all political, economic and societal spheres so that both genders benefit equally, and inequality is not perpetuated. The ultimate goal is to achieve gender equality.
- j. “Gift” is a tangible item presented to a party to impress, appreciate, solicit or manage a relationship.
- k. “GRM” – Grievance Redress Mechanism, is a system of policy and processes designed to receive and manage, on a confidential basis, any and all grievances received in connection with a contract for the provision of services or works.
- l. “Hospitality” is an intangible item presented to a party to impress, appreciate, solicit or manage a relationship.
- m. “PAP” – Project Affected Persons are individuals and/or communities living and/or working at or close to a project site who may be affected either directly or indirectly by the activities at the project site.
- n. “Recipient” is any individual, firm, organisation, Non-Governmental Organisation, Private Sector Organisation or Civil Society Organisation or any partner that works with TMA and/or receives TMA funding either through a contract or a grant.
- o. “Supplier” shall include contractors and subcontractors.
- p. “Terrorism” is any criminal act, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the public or in a group of persons or particular persons, intimidate a population or compel a government or an international organisation to do or to abstain from doing any act.
- q. “Value for Money” is defined by TMA as achieving economy, efficiency, effectiveness, and equity in the use of its resources.
- r. “Whistleblowing” is an act of reporting an activity deemed to be illegal or unethical.



## Special Conditions

The following Special Conditions shall supplement the guidelines laid out in this document. Whenever there is a conflict, the provisions herein shall prevail over those guidelines outlined in the document.

Document Section/Clause	Special Conditions Guideline
Reference to 'Supplier, Bidder, Contractor, Tenderer'	Replace with 'Grantee'  The term 'Grantee' includes any public, PSO/CSO, for-profit, private sector entities as permitted by the TMA Regulations.
Reference to 'Sub-contractor'	Replace with 'Sub-grantee'
Reference to 'Contract'	Replace with 'Grant'  The term 'Grant' is a financial instrument that TMA uses, and types of Grants include financial aid, flexible and repayment catalytic grants or subsidies, traditional grants on a non-returnable basis, matched or repayment grants, and returnable grants.
Section 3.1 (a)	Not Applicable for non-competitive Grants.

## Preamble

TradeMark Africa is an aid-for-trade organisation that was established in 2010, with the aim of growing prosperity in East Africa through increased trade. TMA operates on a not-for-profit basis and is funded by the development agencies of the following countries: Belgium, Canada, Denmark, European Union, France, Finland, Ireland, Netherlands, Norway, United Kingdom and United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), Africa Continental Free Trade Area (AfCFTA) Secretariat, East Africa Community (EAC), Intergovernmental Authority on Development (IGAD), Common Market for East and Southern Africa (COMESA), Southern Africa Customs Union (SACU), national governments, the private sector and civil society organisations [www.trademarkea.com](http://www.trademarkea.com)

## Overview

- a) TMA's success depends on its reputation, integrity, openness, and respect for others. The trust and confidence of those with whom we deal is therefore essential. We treat our stakeholders with respect, honesty and fairness. We recognise our obligations to all those with whom we have a direct relationship such as donors, staff, service providers, contractors and suppliers, the private sector in general, governments, civil society and the wider community.
- b) This TMA Supplier Code of Conduct ("the Code") sets out the minimum requirements and standards expected from all suppliers, tenderers and sub-contractors, when delivering projects and programmes. The Code covers areas that are central to a procurement and supply process such as value for money and governance, ethical behaviour and transparency, delivery chain management, observance of human rights, environmental and social safeguarding, organised crime and security. It also covers employment of forced and/or child labour, fraud and corruption, gifts and hospitality. The Code replaces the previous Code of Ethics, Fair Price declaration, the Anti-Terrorism and Anti-Organised Crime declarations that all TMA suppliers were required to sign.
- c) Furthermore, the Code sets out the overarching principles for tenderers, suppliers and sub-contractors when doing business with TMA requiring them to:
  - Act responsibly and with integrity
  - Be transparent and accountable
  - Seek to improve value for money
  - Demonstrate commitment to poverty reduction and TMA priorities
- d) TMA requires that all tenderers, suppliers and sub-contractors, along with their respective staff, comply with the requirements and standards contained in the Code as applicable.
- e) Failure by a tenderer, supplier and/or their sub-contractors to comply with the provisions of the Code may disqualify and/or debar the supplier and/or sub-contractor from being eligible for TMA contracts and may result in a contract being terminated.
- f) For each and every separate procurement process, each tenderer must initial each page and sign the final page of the Code to signify that they have read, understood, will comply with, and will put into practice the content of the Code.
- g) In signing the Code, tenderers and suppliers accept that TMA or its appointed agents may undertake any checks it deems fit to ensure all reasonable measures have been taken to achieve compliance with the Code.
- h) TMA aims to create a culture in which it is normal for suppliers to 'do the right thing' and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical. Any concerns should be directed to TMA's independent whistleblowing channels as described in this document, and/or to the

whistleblowing mechanisms of any of TMA's donors, the contact details of which can be found on their respective official websites.

## Code of Conduct

### 3.1 Value for Money and Compliance

TMA suppliers shall,

- a) Propose a price for the goods, works, or services which is fair, economical, and in line with market rates.
- b) Work with TMA in a transparent manner to enable scrutiny of value for money throughout the life of the contract.
- c) Undertake the contract in strict adherence to and compliance with all relevant national and international anti-fraud, anti-bribery and corruption legislation.
- d) Undertake the contract in strict adherence to and compliance with all relevant national and international tax legislation. TMA suppliers/contractors and subcontractors shall not engage in tax evasion schemes
- e) Permit TMA the right to inspect company financial and other records pertaining to the delivery of the TMA-financed contract to ensure adherence to the Code.

### 3.2 Ethical Behaviour and Transparency

TMA suppliers shall,

- a) Maintain the confidentiality of all TMA tender and contract related information coming into their possession.
- b) Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMA funds, including, but not limited to:
  - i. Adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and
  - ii. Ensuring that all of its representatives involved in the project, and all recipients of funds with which it enters into an agreement related to the project, receive a copy of this document and are made aware of its contents.
- c) Immediately, and in any case within 24 hours, report to TMA any suspicions or allegations of fraud, corruption, bribery or harassment, and cooperate fully with representatives of TMA or its appointed agent in any investigation into those suspicions or allegations.
- d) Acknowledge and accept that if TMA determines that any person or entity receiving its funds has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment and pursue appropriate legal action against the person or entity engaging in such activity.
- e) Acknowledge and accept that TMA reserves the right to demand a refund and may immediately terminate any contract in place and may also hand over any reports from any investigations to the Police and/or criminal investigation body in order to proceed with prosecution.
- f) Acknowledge and accept that TMA shall reject a proposal or shall terminate a contract and/or not make any payments under the contract if it determines that representatives of the supplier, sub-contractor and/or beneficiary engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during either the procurement or the execution of that contract.

- g) Acknowledge and accept that if TMA is satisfied that a supplier has misrepresented information in their bid, receives confirmation from a referee that an assignment was not undertaken satisfactorily, or becomes aware of litigation that was not disclosed in the submitted bid, TMA shall reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.
- h) Acknowledge and accept that TMA, at its own discretion, may decide to debar a supplier from current and future tendering opportunities in line with the TMA debarment policy, where there is demonstrable evidence of: (i) The supplier undertaking unethical, illegal, corrupt, or fraudulent activities in connection with a TMA contract or a TMA-funded contract; (ii) Persistent poor performance by the supplier under a TMA contract or a TMA-funded contract in terms of quality of work or goods delivered, including consistently late delivery; (iii) Poor quality adherence and/or delivery of Environmental and Social Safeguards measures; or (iv) Debarment of a supplier by a TMA donor, the World Bank, or a Government with whom TMA has a Memorandum of Understanding.

### 3.3 Gifts and Hospitality

TMA suppliers shall,

- a) Not offer any member of staff of TMA, Board of Directors or Council member any gifts, gratuities or hospitality worth more than \$50.
- b) Acknowledge and accept that if an offer of gifts, gratuities or hospitality worth more than \$50 is made by a supplier, TMA may reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.

### 3.4 Whistleblowing

TMA suppliers shall,

- a) Acknowledge and accept that TMA has zero tolerance of fraud, corruption, misconduct (including harassment) and has implemented a fraud prevention policy.
- b) Acknowledge and accept that if they have concerns about unethical behaviour at TMA, have been asked for a bribe in connection with TMA business, or have suspicions about the theft of TMA resources or any form of misconduct including harassment, they shall submit a report to the confidential TMA whistle-blower line by calling or emailing one of the following:
  - Tanzania: 0800 750 083 (toll free)
  - Kenya: 0800 722 770 (toll-free)
  - Uganda: 0800 113 220 (toll-free)
  - Burundi, Ethiopia, Somaliland, Malawi, South Sudan, Rwanda & DRC: +254 740 023 702
  - email to: [TMASpeak-up@kpmg.com](mailto:TMASpeak-up@kpmg.com) or use the web-portal [www.thornhill.co.za/kpmgeaethicsportal](http://www.thornhill.co.za/kpmgeaethicsportal).
  - If a whistle-blower is concerned about the adequacy of TMA's response to their report, they may also submit their concern through the whistle-blowing mechanisms of any of TMA's donors, the contact details of which can be found on their respective official websites.
- c) Acknowledge and confirm that all tenderers, suppliers, sub-contractors along with their respective staff are aware of TMA's zero tolerance of fraud, corruption, misconduct and harassment, and that each staff member engaged on the contract has been provided with the above whistleblowing procedures, telephone number,

website and email address and understand how to report suspicions of malpractice involving TMA resources and/or staff.

### 3.5 Confidentiality

TMA suppliers shall,

- a) Acknowledge that TMA may provide certain information that is and must be kept confidential by suppliers. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, TMA suppliers shall not disclose the confidential information obtained from TMA to anyone unless required to do so by law, in which TMA would be informed of such disclosure.
- b) Acknowledge that the confidential information not to be disclosed can be described as and includes the following regardless of whether such information is designated as “confidential information” at the time of its disclosure:
  - i. Invention description(s), technical and business information relating to proprietary ideas and inventions;
  - ii. Ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services; and
  - iii. Research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.
- c) Not, without the written consent of TMA, divulge to any third party any documents, data or other information furnished directly or indirectly by TMA, whether such information has been furnished prior to, during or following termination of any binding engagement. Notwithstanding the above, the supplier may furnish to its subcontractor(s) such documents, data and other information it receives from TMA to the extent required for the subcontractor(s) to perform its work under any contract, in which event the supplier shall obtain from such subcontractor(s) an undertaking of confidentiality similar to that imposed on the supplier under this paragraph.
- d) Not use documents, data and other information received from the TMA for any purpose other than such work and services as are required for the performance of the contract.
- e) Acknowledge that the obligation of the supplier under the above paragraphs, however, shall not apply to information which:
  - i. had entered the public domain through no fault of the supplier;
  - ii. can be proven to have been possessed by the supplier at the time of disclosure; or
  - iii. otherwise lawfully became available to the supplier from a third party that has no obligation of confidentiality.

### 3.6 Intellectual Property (IP)

TMA suppliers shall,

- a) Acknowledge that the copyright in all drawings, documents and other materials containing data and information furnished to TMA by the supplier shall remain vested in the supplier or, if they are furnished to TMA directly or through the supplier by any third party, including sub-contractors of materials, the copyright in such materials shall remain vested in such third party.

- b) Acknowledge that any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for TMA under any contract shall belong to and remain the property of TMA.
- c) Agree that, where intellectual property rights in all material produced by the supplier or the supplier's personnel pursuant to the performance of the services ("the material") are the property of the supplier, the supplier shall grant to TMA a worldwide, non-exclusive, irrevocable, royalty free license to use all the material. "Use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the material and the intellectual property rights therein, including the reproduction and sale of the material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

### 3.7 Conflict of Interest

TMA suppliers shall,

- a) Not try to gain improper advantage or improperly impact any TMA employee's ability to make sound, impartial, and objective decisions on behalf of TMA.
- b) Disclose any situation that appears to conflict, or could potentially conflict, in any way, with the interests of TMA. This includes situations where a TMA employee has an interest in or non-arm's length relationship to the suppliers' business. TMA recognises that it is not possible to define all the circumstances which may lead to a potential conflict of interest. It is therefore the responsibility of a supplier to declare any matters which they feel may present actual or potential conflicts, or the perception of such conflicts.
- c) Use the Bidders Conflict of Interest Form (Annex 1) of this document to declare a Conflict of Interest or Potential/Perceived Conflict of Interest.

### 3.8 Delivery Chain Management

TMA suppliers shall,

- a) Acknowledge and confirm they are aware of every sub-contractor(s) that contributes to the delivery of the TMA funded contract and warrant that this Code, including the whistleblowing procedures, has been communicated to every sub-contractor's member of staff, and is understood by them.
- b) Acknowledge and confirm that all of the sub-contractor(s) that contribute to the delivery of the TMA funded contract are risk-profiled on an annual basis and managed by the primary supplier themselves and any significant risks identified are acted upon and managed, including the risk of funding terrorism and /or organised crime and their support groups or the risk of fraud and misappropriation of TMA funding.

### 3.9 Environmental and Social Safeguards

TMA suppliers shall,

- a) Acknowledge that TMA has adopted the following Standards, based on the World Bank's Environmental and Social Framework (ESF).

#### ESS1: Assessment and Management of Environmental and Social Risks and Impact

##### Environmental Risks

TMA's suppliers shall,

- a) Have an effective environment policy in place.
- b) Comply with national legislation and regulations regarding the protection of the environment.
- c) Where significant environmental and social risks are identified by TMA in the implementation of a specific assignment or project, develop a detailed environment and social impact assessment and management plan, including an analysis of climate risk. The supplier will be required to show progress on the implementation of the plan during the execution of the project.

### Social Risks

TMA's suppliers shall:

- a) Take all reasonable measures to eliminate poor human rights practices, exploitive forms of forced labour, sexual exploitation, abuse, harassment, and harmful child labour and abuse.
- b) Take all reasonable measures to prohibit their employees and/or other sub-contractors or person engaged by them, from engaging in sexual exploitation and abuse, including but not limited to the prohibition of:
  - i. engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent; and
  - ii. engaging in any sexual activity that is exploitive or degrading to any person.
- c) Confirm the existence and application of an Environmental and Social Safeguarding policy in their organisation and ensure that it is communicated regularly to all staff and that all staff receive regular training on the same.
- d) Ensure that requisite clauses and measures are included in the contracts of any sub-contractors and are adequate to protect the community from adverse impacts of labour influx, including sexual exploitation and abuse, sexually transmitted diseases, gender-based violence and other social challenges.

### ESS2: Labour and Working Conditions:

#### Healthy and safe working environment

TMA's suppliers shall:

- a) Ensure all reasonable risk mitigation measures relating to occupational health and safety (at the workplace) are put in place and applied.
- b) Ensure the workplaces, machinery, equipment and processes under their control are safe and without risk to health to any person.
- c) Ensure the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken.
- d) Ensure where necessary, adequate protective clothing and protective equipment are provided to and used by staff to prevent, so far as is reasonably practicable, risk of accidents or adverse effects to health.
- e) For employees, ensure that adequate occupational safety training is provided and identifies, assesses and controls potential exposure to safety hazards and that training records are maintained in personnel files.
- f) Ensure thorough documenting, investigating and reporting of all occupational accidents, incidents and diseases.
- g) Ensure the existence of and periodic testing of emergency prevention, preparedness, and response arrangements to emergency situations and this testing is documented.
- h) Ensure there are clearly explained remedies (including compensation) for adverse impacts such as occupational injuries, deaths, disability and disease.

- i) Ensure compliance with national and local laws, regulations, systems and processes on occupational health and safety.

#### Non-discrimination and equal opportunity

TMA's suppliers shall:

- a) Ensure all employment relationships are based on the principles of respect, equal opportunity and fair treatment, and do not discriminate with respect to any aspects such as race, gender, age, religion, sexuality, culture, minority groups, disability, or any other protected characteristic.

#### Wages and Working Hours

TMA's suppliers shall:

- a) Not permit or require any person or employee whose work relates to a TMA-funded contract to work more than the maximum hours in any one work week permitted by applicable law or regulation unless such employees are paid overtime at rate specified by applicable law or regulation.
- b) Ensure that wages for persons or employees whose work relates to a TMA-funded contract comply with the statutory minimum wage requirements.
- c) Ensure, where the applicable national laws or regulations **do not** prescribe the minimum wage and/or maximum hours of work and/or overtime remuneration, that the prevailing International Labour Organisation standards are applied.

#### Harassment and Bullying

TMA suppliers shall:

- a) Create and maintain an environment that treats all employees and other persons with dignity and respect, and is free from threats of physical violence, bullying, psychological or verbal harassment and/or sexual exploitation and abuse, perpetrated by employees and/or other contractors or persons engaged by them.

### Forced or Compulsory Labour

TMA's suppliers shall:

- a) Not employ forced or compulsory labour in any and all of its forms which consists of any work or service not voluntarily performed that is extracted from an individual under threat of force or penalty.

### Child Labour

TMA's suppliers shall:

- a) Not employ children below 18 years of age or, if lower than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place; and
- b) Not employ persons under the age of 18 for work, that, by its nature or the circumstances in which it is carried out, is hazardous, is likely to harm the health, safety or morals of such persons.

### Gender Mainstreaming

TMA suppliers shall:

- a) Ensure that there is a gender balance in terms of participation and decision making at all levels. Where it is not possible, the supplier should demonstrate that the delivery/impact of the service remains gender responsive.
- b) Demonstrate clear senior management commitment to gender mainstreaming, and allocation of human capital and finance, for the successful translation of the concept into practice and to institutionalise gender equality in the organisation.

### Grievance Redress Mechanism.

TMA suppliers shall:

- a) Ensure an effective Grievance Redress Mechanism is established and operates for the raising of grievances from their staff and/or the community located near the project.

### **ESS3: Resource Efficiency and Pollution Prevention and Management;**

#### Pollution Prevention, Energy and Resource Efficiency

TMA suppliers shall:

- a) Ensure that deterioration in the quality of human health, environmental wellbeing, and/or loss of biodiversity is avoided.
- b) Utilise strategies to deliver products or services that as far as possible, minimise emissions and discharge of pollutants and the generation of waste.
- c) Ensure that there are demonstrable measures in place to prevent waste generation and, where this is impossible, to significantly reduce its hazardousness to human health and the environment, by strictly applying the waste management hierarchy of: avoid waste, reuse, recycle, recovery and dispose.

- d) Ensure that there are demonstrable measures in place to tackle noise emissions and noise nuisances and ensure that the project is designed, constructed and operated in a way that avoids, prevents or significantly reduces harmful noise effects of the project, on both the environment and humans.
- e) Aim for the most efficient use of energy and resources.
- f) Ensure that there is a demonstrable and tested plan in place to respond to any process upsets, accidental and emergency situations that includes implementing and testing control measures so as to prevent major accidental hazards.
- g) Ensure adequate mitigation measures are put in place to protect TMA projects from the impacts of climate variability and extreme weather events while at the same time minimising the projects contribution to increased Greenhouse Gas (GHG) emissions and environmental degradation.
- h) Obtain, maintain and keep current all relevant environmental permits, approvals and registrations.

**ESS4: Community Health and Safety;**

TMA's suppliers shall:

- a) Take any and all preventative measures to ensure communities are protected from exposure to adverse project related risks to and impacts on their daily lives.
- b) Ensure that the design, construction, operation, and decommissioning of structural elements of projects are in accordance with national legal requirements, the ESIA and ESMP for the project and take into consideration safety risks to third parties and affected communities.
- c) Ensure that the risks and likelihood of emergency events are identified, and measures implemented to address them, including training of community personnel on emergency response initiatives and emergency redress equipment handling.
- d) Ensure that deliberate measures are put in place to avoid or minimize the potential for community exposure to diseases that are water-borne, water-based, and water-related, as well as those diseases that are either communicable or non-communicable, that could result from project activities, taking into consideration differentiated exposure to, and higher sensitivity of vulnerable groups.

**ESS5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement;**

TMA's suppliers shall:

- a) Ensure that, to the maximum extent possible, project affected persons (PAPs) are fully protected from adverse impacts related to involuntary resettlement and that a mitigation hierarchy that puts in place measures to ensure that, where land acquisition results in economic displacement, the project affected persons are treated in a most humane manner, and that No Harm is visited upon them by project activities.
- b) Ensure that forced eviction is prohibited under any circumstances.
- c) Ensure that, to the maximum extent possible, contracts are delivered in a manner that respects the culture, dignity and human rights of indigenous peoples, and ensure that they access project benefits in a culturally appropriate manner.

**ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources;**

TMA's suppliers shall:

- a) Endeavour to ensure the maintenance of the integrity of areas of important biodiversity and the ecosystem functions and services and their resilience through the application of the mitigation hierarchy of anticipate, avoid, minimise, mitigate and compensate for Environmental and Social impacts.

- b) Identify and mitigate any risks of conversion or degradation of critical habitats such as critical forest areas, natural areas of cultural or religious value, areas that are legally protected (or officially proposed for protection), or areas of high conservation or biodiversity value.

**ESS7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities;**

TMA's suppliers shall:

- a) Undertake an assessment of the nature and extent of the expected direct and indirect economic, social and cultural and environmental impacts on indigenous peoples and Sub-Saharan African Historically Underserved Traditional Local Communities.
- b) In consultation with the indigenous peoples, develop a strategy to ensure the indigenous people's rights and interests are protected and that they have an opportunity to participate and benefit from the project (as appropriate).
- c) Incorporate the implementation plan of the strategy as part of the overall project implementation plan and include a component of this in regular reporting to TMA.
- d) Where directed by TMA, the supplier shall be expected to have specialised personnel for instance, an Anthropologist or Sociologist to support engagement with the communities.

**ESS8: Cultural Heritage**

TMA's suppliers shall:

- a) Ensure that the importance of cultural heritage is recognised and to the maximum extent possible seek to ensure it is protected from harm by the project/contract, and is preserved, regardless of whether or not it has been legally protected or previously disturbed.
- b) Ensure that, where there is a high chance of finding physical cultural resources, a recovery plan is prepared, in line with national procedures and rules and that the cultural heritage is protected from harm.

**ESS9: Stakeholder Engagement and Information Disclosure.**

TMA's suppliers shall:

- a) Through the ESIA (if applicable), and in reference to the TMA stakeholder engagement guidelines, systematically identify all project related stakeholders and their level of interest and/or impact they may have on the overall project at the earliest opportunity in the project design and or implementation.
- b) Develop a methodical and appropriate approach to engage all stakeholders where stakeholders are able to raise concerns and where the supplier is able to provide updates and respond to the concerns raised.
- c) Commit to respond to all issues raised by stakeholders in a timely and responsible way by establishing a project grievance redress mechanism and communicating the same to all stakeholders.
- d) Document all engagement processes, communication and engagement between the supplier and stakeholders. Evidence of this may be requested periodically by TMA.

**3.7 Terrorism, Organised Crime and Security**

TMA suppliers shall:

- a) Acknowledge that, for purposes of the Code, organised criminal activities include, but are not limited to, money laundering, human trafficking and smuggling, animal trafficking, drug dealing, purchase of illegal arms, cyber-crimes, child labour, kidnapping, and extortion.
- b) Acknowledge that the United Nations Security Council defines terrorism as “criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the general public or in a group of persons or particular persons, intimidate a population or compel a government or an international organization to do or to abstain from doing any act.”
- c) Adopt comprehensive and proportionate policies and procedures and take action to prevent, to the maximum extent reasonably possible, TMA’s resources from diversion to unintended purposes including exploitation by terrorist organisations and/or organised crime activities and/or their support networks and involvement with politically exposed persons.
- d) Acknowledge and accept that TMA shall conduct a reasonable search of publicly available information to determine whether the supplier is suspected of any activity relating to terrorism, including terrorist financing, or organised crime.
- e) Acknowledge and accept that TMA shall seek confirmation that the supplier does not appear on any country of operation lists of designated terrorist-related individuals, entities, or organisations, pursuant to national obligations arising from United Nations Security Council Resolution 1373.
- f) Confirm that they are not involved and/or linked, including their employees, in any way and are not listed in their country of operation or any other as financiers of or participants in organised criminal activities whether as individuals, entities, or organisations, pursuant to national obligations arising from General Assembly resolution 55/25 of 15 November 2000 United Nations Convention against Transnational Organised Crime.
- g) Acknowledge and accept that they will not deal with any individuals, entities, or groups known to the partner to support terrorism or to have violated any known anti-terrorism sanctions, nor organised crime and / or their support networks.
- h) Acknowledge and confirm that the supplier has taken all reasonable steps to ensure that TMA resources provided are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organisations, nor organised crime and / or their support networks.
- i) Adopt comprehensive and proportionate policy and procedures, and take action to ensure, to the extent reasonably possible, all suppliers, TMA and customers’ electronic data is secured and protected from intrusion, hacking, capture, theft and sale, for any and all illicit purposes, and adopt international standards of data security.
- j) Acknowledge and agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
- k) Acknowledge that TMA or its appointed agents will perform routine, on-site audits of partners to the extent reasonable (consistent with the size of the resource, the cost of the audit, and the risks of diversion or abuse of resources). The purpose of the audit will be to confirm that the supplier has taken adequate measures to protect its/ TMA resources from diversion or abuse.

## Declaration Statement

I, \_\_\_\_\_ (*insert name*), on behalf of \_\_\_\_\_ (*insert name of Party*), hereby confirm that I have read and wholly understood the TMA Supplier Code of Conduct, that \_\_\_\_\_ (*insert name of Party*) intends to comply with the Code, and that its contents have been communicated to our staff or will be communicated to staff if I win the tender and the staff of our subcontractors who are or who will be involved in the delivery of our contract with TMA.

I acknowledge that should TMA establish that this declaration is in any way inaccurate, action may be taken against \_\_\_\_\_ (*insert name of Party and Self*) which could include terminating the contract and/or debarring \_\_\_\_\_ (*insert name of Party*) from future tendering opportunities with TMA.

On behalf of Party: -

Organisation's/ consultant/ firm/ company/ JV name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp/ seal: \_\_\_\_\_

## Annex 1: Bidders Conflict of Interest Form

Tender Number: .....

Tender Title: .....

TMA operates procurement processes which are fair, transparent and able to withstand probity. In view of this, TMA requires that any potential bidder who participates in its procurement processes declares any actual or potential conflicts of interest. Bidders who do not declare relevant conflicts of interest and do not sign this form will not be permitted to participate in TMA's procurement processes.

### I. Conflict of interest declaration

Potential conflicts of interest can include the following (but the list is **not** exhaustive):-

1. Relationship/ Association with TMA staff members and/or representatives.
2. Relationship/Association with TMA Board Members and/or office bearers
3. Where applicable; if the bidder was involved in earlier phases of the project for which bids/proposals are now being sought.
4. Knowledge of TMA's terms of reference or any bidding documents before they were officially published.

If you are in any doubt about whether something is a potential conflict of interest, you are advised to declare it below.

Either:

A) I wish to declare the following conflict(s) of interest:-

1. ....
2. ....
3. ....

or

B) I have no conflicts of interest to declare.

Please note that TMA reserves the right to disqualify a bidder if an actual or potential conflict of interest that was not declared, is later discovered.

On behalf of vendor:

Organisation's name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_